

Honorable Clerk of the  
Southern District Court:

Date: April 26, 2018

I, Richard Lares, Co-Plaintiff, in Case No. 4:14-cv-1698 with the  
Honorable Judge Ellison Presiding, wish to file this Objection for consideration.  
I would also like to provide the Honorable Judge with a NOTICE

NOTICE

I wish to Notice this Honorable Court that we, inmates, are being placed  
in a predicament where we are having to OPT OUT of the Lawsuit because the  
Lawsuit SETTLEMENT AGREEMENT conflicts with our ability to utilize our time in  
prison in meaningful way in order to appease the Members of the Pardons and  
Parole question to wit: "How did you use/utilize your time in prison?"

Many of us inmates at Pack 1 have tried to participate in Vocational/  
College Courses but are unable to attend these Courses unless we "OPT OUT" as  
the Attorneys put it on April 24, 2018, and whoever OPTs OUT will not be able  
to OPT back in even if you OPT OUT to attend a Vocation/College Course.

I have been approved to participate in the Master Degree Program at  
Ramsey I Unit, which is not an Airconditioned Unit in TDCJ. But if I were to  
OPT OUT and place myself in harms way by asking to be transfered to Ramsey I,  
the Attorney stated that there is no guarantee that I will be approved by TDCJ  
and thus my OPT OUT will be used against me to transfer me to any Unit in TDCJ  
that does not have A/C. On the other hand if I don't go to College then I  
will surely be passed over for Parole due to not utilizing my prison time in  
a meaningful way. This SETTLEMENT AGREEMENT creates an unfair situation for  
us inmates who seek to utilize our prison time in a positive way by taking  
away our privilege to better ourselves to obtain parole and be reunited with  
our family members.

In my Objection, I forgot to add that we inmates need telephone access  
to OIG unimpared by TDCJ Officers. The telephones in our Dorms should be  
linked to the OIG directly due to rising tension and retaliations. This  
protection is necessary and should curtail any reproussions from occurring  
after the SETTLEMENT AGREEMENT is signed.

Sincerely,



Richard Lares, 1592255

Pack 1 Unit

2400 Wallace Pack Rd.

Navasota, Texas 77868

U.S. Army Disabled Combat Veteran

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Southern District of Texas  
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storm." When the thunderstorm knock-out the electricity, temperatures in the Dorms exceed 88° and we inmates will not be allowed to open any windows; I have seen one of my classmates locked up for "Opening a Window." The Officers have and are telling us inmates "if you don't like it here, OPT Out!" There is more examples that I and other inmates can provide to the Court but we do not wish to live in fear or retaliation of what is said to the Honorable Judge.

As a Professional with a Master Teachers Certification and a Bachelor's Degree in Computer Information Systems with a Minor's in English, I am able to foresee future problems with the current Settlement Agreement and the Lawsuit's Disposition "DISMISSED WITH PREJUDICE" and the "OPT OUT." On April 24, 2018 the Attorneys did not mention the Lawsuit being disposed of as DISMISSED WITH PREJUDICE and the question would be --- why not? Lets look at the current trends that have occurred since the purposed SETTLEMENT AGREEMENT has come to light:

1. those inmates that are close to being Paroled are getting Paroled
2. those inmates who OPT OUT for whatever reasons are allowed
3. those inmates that get disciplinary cases are being shipped out
4. those inmates who want to go to a Vocation/College have to OPT OUT
5. those inmates who want to come back to Pack 1 after Vocation/College will not be allowed to come back because they **had to OPT OUT.**

All of these examples are happening to **reduce** the number of inmates that are currently on the Lawsuit "List." By reducing the number of inmates that are on the Lawsuit List, TDCJ will be justified in making a proposal NOT to have Permanent A/C on Pack 1 Unit due to only having a small number of inmates that are/have been on the Lawsuit. Thus, the small number of inmates that will be left over on Pack 1 Unit will be shipped in order for TDCJ to Justify why it shouldn't have to put Permanent A/C units, because there will no longer be any inmates left on Pack 1 Unit who are on the Lawsuit. This fact has moved plausible to probable because TDCJ's loss is really a win since nothing will be changed at the Pack 1 Unit once all inmates under the Lawsuit have been moved

to other Units in TDCJ for many reasons stated above. Pack 1 Unit can easily move all of those inmates off its Unit prior to the Legislative meeting and the State can justify no reason to strain the budget with the Costs to A/C Pack 1. The problem will still exist at Pack 1 Unit that will cause the deaths of some future inmates that come to the Pack 1 Unit.

The Problem will still exist and the Honorable Judge's finding that the "temperatures inside the Pack Unit are dangerous" will be for nothing because the temperatures inside the Pack Unit will still remain dangerously high and any inmates housed at Pack Unit will be put at risk of death. this SETTLEMENT AGREEMENT is UnConstitutional because it violates the inmates' 8th Amendment Right of Cruel and Unusal Punishment. Most of us, inmates, don't have a Death Sentence, but by housing any inmate,with Medical Conditions,at Pack will be an automatic death sentece now and in the future; if Pack does not have PERMANENT A/C. For the Constitutional reason stated above, Movant believes that the SETTLEMENT AGREEMENT is UNFAIR and UnConstitutional and SHOULD NOT be DISMISSED WITH PREJUDICE, in the interst of justice.

#### PRAYER

WHEREFORE, PREMISES CONSIDERED, Movant files this Objection and Prays that the Honorable Court Grant this Objection and DEEM the SETTLEMENT AGREEMENT to be UNFAIR for the reasons stated above and thus if the Parties agree to the Condition of making the OPT OUT and Option to Opt back in after the Completion of a Vocation/College that such language should be added into the Settlement, and if the Lawsuit Case is Desposed of that the Lawsuit should be DISMISSED WITHOUT PREJUDICE once the SETTLEMENT is CONSUMATED in the interest of Justice SO MOVED, SO PRAYED FOR.

#### CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing has been sent to the Honorable Clerk of the Southern District Court at P.O.Box 61010, Houston, Texas 77208 and respectfully request that a copy be sent to all interested Parties due to Movant being indigent, sent April 26,2018 via US mail.

Respectfully submitted,

Richard Lares

Richard Lares, Co-Plaintiff

TDCJ-ID #1592255

Pack 1 Unit

2400 Wallace Pack Rd.

Navasota, Texas

**Indigent**

Richard Laves 1592255

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Southern District of Texas  
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David J. Bradley, Clerk of Court

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Southern District Court

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